

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road Arcadia, California 91006-5872 http://acwm.lacounty.gov



Richard K. lizuka Chief Deputy

June 15, 2010

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Sachi a. Hamai SACHI A. HAMAI EXECUTIVE OFFICER

APPROVAL OF COOPERATIVE GRANT AGREEMENT LBAM09LA1 WITH CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE TO PROVIDE FOR DETECTION OF LIGHT BROWN APPLE MOTH IN LOS ANGELES COUNTY (ALL DISTRICTS) (3-VOTES)

SUBJECT

This grant agreement is essential as part of our Exotic Pest Detection Program to place, service, and relocate over 4,955 traps to detect and prevent the establishment of Light Brown Apple Moth (LBAM) in Los Angeles County. LBAM is a serious pest of over 200 host plants, and a major threat to our State's Agricultural Industry.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Instruct the Agricultural Commissioner/Director of Weights and Measures, on behalf of the Chairman, to sign the attached agreement in the amount of \$184,181.00 with the California Department of Food and Agriculture (CDFA) effective July 1, 2009 through June 30, 2010, to continue detection trapping of LBAM.
- 2. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the original contract agreement in an amount not to exceed 10 percent of the original contract, subject to review and approval by County Counsel and the Chief Executive Office and notification to Board Offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these actions is to enable the Los Angeles County Department of Agricultural Commissioner/Weights and Measures (ACWM) to maintain a critical insect trapping program which

The Honorable Board of Supervisors 6/15/2010 Page 2

places, services, and relocates over 4,955 traps to detect and prevent the establishment of LBAM in Los Angeles County. Los Angeles County is unique due to its large size and the vast amount of agricultural commodities imported and exported through its numerous pathways. Its international airport, seaports, and high volume of trucks and cargo provide potential entry of exotic pests from many foreign countries. Additionally, the mild climate and mobile human population greatly increase the year-round potential for pests or disease infestations. Therefore, the Exotic Pest Detection Program plays a critical role in facilitating immediate response to eradicate a pest before it spreads, becomes established, and damages local and statewide agriculture.

The emergency nature of exotic pest infestations and the need to quickly respond to certain insect finds may necessitate that the Agricultural Commissioner/Director of Weights and Measures sign and execute amendments to fund additional work that may be required for the program described in this agreement. Therefore, we request that the Board delegate authority to the Agricultural Commissioner/Director of Weights and Measures to sign amendments to the contract not to exceed 10 percent of the amount of the contract subject to review and approval by County Counsel and the Chief Executive Office and notification of Board offices.

<u>Implementation of Strategic Plan Goals</u>

This agreement supports the Countywide Strategic Plan Goal 1: Operational Effectiveness.

Service is enhanced to the County's residents through locally administered, efficient operations as part of a statewide program to prevent the establishment and/or spread of harmful exotic insect pests and diseases before they create economic harm to the public.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding in the amount of \$184,181.00 for direct and indirect expenses to the County for one year of operation for LBAM detection.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract is for the period July 1, 2009, through June 30, 2010. The contract has been reviewed by County Counsel and is approved as to form.

While this agreement is presented to your Board for approval late in the fiscal year, funding for the LBAM detection trapping activities was assured by CDFA throughout the year and LBAM trapping work has been performed by ACWM throughout fiscal year 2009-2010. Due to processes required for the transmission of supporting federal funds to CDFA and preparation and processing by CDFA of grant agreements for distribution to County Agricultural Commissioners, ACWM did not receive the final drafted Agreement # LBAM09LA1 from CDFA until May 18, 2010, resulting in this late presentation to your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the program services for the entirety of Fiscal Year

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2009-2010.

Respectfully submitted.

KURT E. FLOREN

Agricultural Commissioner, Director of Weights and Measures

KEF:RKI:MMA:JW:kw

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

GRANT AGREEMENT

AGREEMENT NUMBER

LBAM09LA1

1.	This Agreement is entered into between the State Agency and the Recipient named below:				
	STATE AGENCY'S NAME DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)				
	RECIPIENT'S NAME County of Los Angeles				
2.	The term of this Agreement is:	July 1, 2009 through June 30, 2010			
3.	The maximum amount of this Agreement is:	\$184,181.37			
4.	The parties agree to comply with the terms and part of the Agreement:	conditions of the following exhibits w	nich are by this reference made a		
	Exhibit A – Scope of Work		Page 2		
	Exhibit B – Budget Detail and Payment Prov	visions	Pages 3 - 4		
	Exhibit C - General Terms and Conditions	Pages 5 – 7			
	Exhibit D - Additional Provisions	Page 8			
	Exhibit F - Federal Special Terms and Cond	Page 9			
IN Y	NITNESS WHEREOF, this Agreement has been exec	cuted by the parties hereto. RECIPIENT			
REC	CIPIENT'S NAME (If other than an individual, state whether a c				
8Y 	(Authorized Signature)	DATE SIGNED (Do not type)	-		
PR	NTED NAME AND TITLE OF PERSON SIGNING				
AD	DRESS				
	STA	ATE OF CALIFORNIA			
	ENCYNAME EPARTMENT OF FOOD AND AGRICULTUR	E (CDFA)			
BY	(Authorized Signature)	DATE SIGNED (Do not type)			
	INTED NAME AND TITLE OF PERSON SIGNING THY ALAMEDA, MANAGER, FEDERAL FUNDS	MANAGEMENT OFFICE			
AD	DRESS				
	20 N STREET CRAMENTO, CA 95814		APPROVED AS TO FORM		
-			ANDREA SHERIDAN O		

ANDREA SHERIDAN ORDIN County Counsel

Fiv 1 (august 5757),
Deputy

EXHIBIT A

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Los Angeles County Agreement

SCOPE OF WORK

Recipient agrees to provide the services described herein:

County shall provide services for placing and servicing traps for the detection of Light Brown Apple Moth (LBAM) which is considered hazardous to agriculture and to economy of California. This Agreement may include delimitation work associated with the detection of one or more life stages of the LBAM in a county.

- 2. Services shall be performed in and throughout the County of Los Angeles.
- 3. The managers for this agreement:

FOR CD	FA -	FOR RECIPIENT -		
Name:	Duane Schnabel	Name: Kurt Floren		
Unit:	Light Brown Apple Moth (LBAM)	Section/Unit: Agricultural Commissioner		
	1220 N Street, Room 341 Sacramento, CA 95814	Address: 12300 Lower Azusa Rd. Arcadia, CA 91005		
Phone:	916-654-0768	Phone: (626) 575-5451		
Fax:	916-651-2870	Fax: (626) 861-0278		
Email:	dschnabel@cdfa.ca.gov	Email: losangag@acwm.co.la.ca.us		

4. See Attachment 1, Scope of Work, for a detailed description of work to be performed and the duties of all parties.

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EXHIBIT B

TERMS & CONDITIONS

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Grant Agreement:
- B. Invoices shall be submitted not more frequently than monthly in arrears. Invoices shall be submitted to the California Department of Food and Agriculture (CDFA), LBAM Program within thirty (30) days after the end of the month. In the event that no work was performed for a certain month, the Recipient is required to notify the CDFA, LBAM Program in writing via letter, email, or fax.
- C. A final invoice shall be submitted for payment no more than sixty (60) days following the expiration date of this Grant Agreement, unless an alternate deadline is agreed upon in writing by the CDFA, LBAM Program Contact. This should be clearly marked "FINAL INVOICE," thus indicating that all payment obligations of the State under this Grant Agreement have ceased and that no further payments are due or outstanding.
- D. The Recipient is hereby advised that 10 percent (10%) of the payment for activities described in this Grant Agreement will be withheld until the CDFA, LBAM Program is satisfied that provisions of the Scope of Work have been fulfilled.
- E. All invoices must be signed by the Recipient's signatory. All invoices must conform to the attached Sample Invoice submitted in triplicate, including the original, to the CDFA, LBAM Program address as specified in Exhibit A.
- F. Any travel and subsistence payments authorized under this Grant Agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, California Code of Regulations.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other considerations under this Grant Agreement and the Recipient shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Grant Agreement with no liability occurring to the State, or offer to amend the Grant Agreement to reflect the reduced amount.

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3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in the California Code of Regulations, Government Code Chapter 4.5, commencing with Section 927.

4. Allowable Line Item Shifts

- A. Upon approval of the CDFA, LBAM Program, line item shifts of up to ten percent (10%) of a budget category amount are allowed without changes to Exhibit A, Scope of Work, so long as the annual Grant Agreement total dollar amount neither increases nor decreases.
- B. The Recipient shall obtain approval from CDFA, LBAM Program when a line item shift amount is over ten percent (10%).

5. Allowable Expenses/Fiscal Documentation

- A. The Recipient and its subcontractors must comply with all applicable State and Federal regulations including the Code of Federal Regulations (7 CFR 3015, 3016 and 3019) and allowable cost principles found in 2 CFR 220, 225 and 230 or Federal Acquisition Regulation 48 CFR 31.2.
- B. The Recipient must maintain adequate documentation for expenditures subject to this Grant Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Grant Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Grant Agreement because records are nonexistent or inadequate according to generally accepted accounting principles, the CDFA may disallow the expenditure.
- C. The Recipient must maintain and have available, upon request of CDFA or its designee, all financial records and documentation pertaining to this Grant Agreement. These records and documentation shall be kept for three (3) years after completion of the grant period or until final resolution of any performance/compliance review concerns or litigation claims related to the federally awarded grant letter.

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EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not seek reimbursement for costs incurred prior to the commencement date or after the expiration date of this Agreement.

2. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA.

3. Indemnification

Recipient agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Recipient in the performance of this Agreement.

4. Disputes

Recipient shall continue with the responsibilities under this Agreement during any dispute.

5. <u>Termination for Cause</u>

The State may terminate this Agreement and be relieved of any payments should the Recipient fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Recipient under this Agreement and the balance, if any, shall be paid to the Recipient upon demand.

6. Independent Recipient/Contractor

Recipient, and the agents and employees of Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

7. Recycling Certification

The Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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8. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Recipients and contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient shall abide by its policy that labor organization which have a collective bargaining or other Agreement with the Recipient and its contractors shall have a written notice of the Recipient's and Contractor's obligations under the Fair Employment and Housing Act (Gov. Code Section 12990 (a-f) et seq.) and the California Code of Regulations (Title 2, Section 7285 et seq.) incorporated into this Agreement by reference.

Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. <u>Timeliness</u>

Time is of the essence in this Agreement.

10. Compensation

The consideration to be paid Recipient, as provided herein, shall be in compensation for all of Recipient's expenses incurred in the performance hereof, including travel, per-diem, and taxes, unless otherwise expressly so provided.

11. Governing Law

This Agreement is governed by and shall be interpreted in accordance with all applicable Federal and State laws and regulations.

12. <u>Unenforceable Provision</u>

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

13. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Grant Agreement. California may pay any applicable sales and use tax imposed by another state.

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14. Settlement of Disputes

In the event of a dispute, the Recipient shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. The Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of the Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Recipient, CDFA Program Manager and the Federal Funds Management Office Manager for the purpose of resolving the dispute. The decision of the Agency Secretary shall be final. In the event of a dispute, the language contained within this Grant Agreement shall prevail.

15. Potential Contractors

If the Recipient contracts for a portion of the work required by this Grant Agreement, nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the State and any contractors, and no contract shall relieve the Recipient of their responsibilities and obligations hereunder. The Recipient agrees to be as fully responsible to the State for the acts and omissions of its contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient. The Recipient's obligation to pay its contractors is an independent obligation from the State's obligation to make payments to the Recipient. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any contractor.

16. Right to Terminate

CDFA reserves the right to terminate this Grant Agreement subject to thirty (30) days written notice to the Recipient. The recipient may submit a written request to terminate this agreement only if CDFA substantially fails to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.

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EXHIBIT D

ADDITIONAL PROVISIONS

1. Reporting Requirements

The Recipient must submit reports and updates specified in Exhibit A, Scope of Work.

2. Work Plan Changes

Should either party, during the period of this Grant Agreement, desire a change to Exhibit A, Scope of Work, the changes shall be proposed in writing to the other party via letter, fax or email. The other party will respond in writing via letter, fax or email as to whether the proposed changes are accepted. At its discretion, the U.S Department of Agriculture may also choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Grant Agreement.

3. Performance/ Compliance Reviews

- A. The Recipient agrees to allow a review of their records and documents pertaining to performance/compliance of this Grant Agreement.
- B. The Recipient agrees to allow the reviewer access to records during normal business hours and to allow interviews of any employees who may reasonably have information related to the records
- C. The Recipient agrees to prepare a corrective action plan in response to performance/compliance concerns submitted in writing to the Recipient.

4. Project Results

The Recipient agrees that the results of this project may be published by USDA, CDFA or by appropriate contractors or cooperators as mutually agreed.

5. News Releases/ Public Conferences

The Recipient agrees to notify CDFA's Public Affairs Office in writing via fax at (916) 657-4240 or by email at cdfa.ca.gov at least two working days before any news releases or public conferences initiated by the Recipient or its sub-contractors in regards to the project described in Exhibit A Scope of Work and any project results.

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EXHIBIT E

FEDERAL SPECIAL TERMS AND CONDITIONS

1. Davis-Bacon Act

The Recipient will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

3. Single Audit Act Amendments of 1996

The Recipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

4. Drug-Free Environment

The Recipient will make a good-faith effort to provide and maintain a drug-free environment by prohibiting illicit drugs in the workplace, providing employees with drug-free policy statements (including penalties for noncompliance), and establishing necessary awareness programs to keep employees informed about the availability of counseling, rehabilitation, and related services (§5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose).

5. Use of Federal Funds for Lobbying

The Recipient has not used and will not use Federal funds, other than profits from a Federal contract, for lobbying Congress or any Federal agency in connection with the award or modification of any contract, grant, cooperative agreement, or loan; will disclose the name, address, payment details, and purpose of any agreements with lobbyists for whom it or its contractors or grantees have paid or will pay with profits or non-appropriated funds on or after December 23, 1989, for any award action in excess of \$100,000 (or \$150,000 for loans); will file quarterly updates about the use of lobbyists if material changes occur; and will require its nonexempt contractors or grantees to certify and disclose accordingly [§319, Pub. L. No. 101-121 (31 U.S.C. 1352), as implemented by 7 CFR Part 3018].

6. <u>Debarment, Suspension, Criminal or Civil Convictions</u>

The Recipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; have not been convicted or indicted under criminal or civil statutes or had one or more public transactions terminated for cause or default within the past three years; will provide immediate written notice to the CDFA Federal Funds Management Office if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances; and will require recipients of lower-tier covered transactions under this grant award to similarly certify (Executive Order 12549, as implemented by 7 CFR Part 3017, Section 3017.510, Participants' responsibilities).

7. All Other Federal Laws

The Recipient and its subcontractors will comply with all applicable requirements of Federal laws, executive orders, regulations, and policies governing this program, including 7 CFR Part 1291.

COUNTY DEPARTMENT OF AGRICULTURE

FY 2009-10 Light Brown Apple Moth Work Plan Piggybacked Trapping

A.	P	E	RS	0	NI	۱E	L.
----	---	---	----	---	----	----	----

Detection Trapper(s)	LBAI	VI SERVICINGS	HOURS	
1 Trappers 2	4973	26	6465	
3	0	0	0	
4	0	0	0	
5	0	0	0	
6	Ö	0	0	
7	. 0	0 0	0	
8	. 0	0	0	
9	Ö	0	0	
10	ō	ő	0	
Detection Salaries	HOURLY RATE			
1 Trappers	w/o BENEFITS	HOURS	SALARY	
2	\$18.75	6465	\$121,218.75	
3	\$1.00	0	\$0.00	
4	\$1.00 \$4.00	0	\$0.00	
5	\$1.00 \$1.00	0	\$0.00	
6	\$1.00 \$1.00	0	\$0.00	
7	\$1.00	0 0	\$0.00	
8	\$1.00	0	\$0.00	
9	\$1.00	0	\$0.00	
10	\$1.00	0	\$0.00 \$0.00	
.		Subtotal:	\$121,218.75	
Detection Staff Benefits	BENEFIT		BENEFIT	
1 Trappers	RATE (%)	SALARY	COST	
2	50.3500%	\$121,218.75	\$61,033.64	
3	0.0000%	\$0.00	\$0.00	
4	0.0000%	\$0.00	\$0.00	
5	0.0000% 0.0000%	\$0.00	\$0.00	
6	0.000%	\$0.00	\$0.00	
7	0.0000%	\$0.00	\$0.00	
8	0.0000%	\$0.00 \$0.00	\$0.00	
9	0.0000%	\$0.00 \$0.00	\$0.00	
10	0.0000%	\$0.00	\$0.00	
		Subtotai:	\$0,00 \$61,033.64	
	DETECTION ST	DETECTION STAFF SUBTOTAL:		
4. 10. 10. 10. 10. 10.		TOTAL		
1. Non-Detection Staff Classifications	HOURS/	WORK		
Intermediate Traint Clark	DAY	DAYS	HOURS	
Intermediate Typist Clerk	1.00	52.00	52	
	0.00	0.00	0	
	0.00	0.00	0	
	0.00	0.00	0	
	0.00	0.00	0	
	0.00	0.00	0	
	0.00 0.00	0.00	0	
	0.00	0.00 0.00	0	
2. SALARIES - Non-Detection Staff	HOURLY RATE		·	
	w/o BENEFITS	HOURS	SALARY	
1 Intermediate Typist Clerk	\$20.02	52	\$1,041.04	
2	\$1,00	0	\$0.00	
3	\$1.00	Ō	\$0.00	
4 5	\$1.00	0	\$0.00	
5 6	\$1.00	0	\$0.00	
7	\$1.00	0	\$0.00	
8	\$1.00	0	\$0.00	
9	\$1.00	0	\$0.00	
*	\$1.00	0	\$0.00	
		Subtotal:	\$1,041.04	

	3. BENEFITS - Non-Detection Staff			BENEFIT RATE (%)	SALARY	BENEFIT COST
	1 Intermediate Typist Clerk		,	50,3500%	\$1,041.04	\$524.16
	2			0.0000%	\$0.00	\$524.16
	3			0.0000%	\$0.00	\$0.00 \$0.00
	4			0.0000%	\$0.00	\$0.00 \$0.00
	5			0.0000%	\$0.00	\$0.00
	6			0.0000%	\$0.00	\$0.00
	7			0.0000%	\$0.00	\$0.00 \$0.00
	8			0.0000%	\$0.00	\$0,00
	9			0.0000%	\$0.00	\$0.00 \$0.00
					Subtotal:	\$524.16
	DE RI Overhead Alleton			SALARIES	BENEFITS	OVERHEAD COST
	25 % Overhead (Not to exceed 25%)			\$1,041.04	\$502.14	\$385,80
	CURPLIED (transl.)			TOTAL PER	SONNEL COST:	\$1,928.98
В.	SUPPLIES (Itemized, such as: trapping p	ioles, office sup	plies, etc.,)			
	a.					Cost
	b.					\$0.00
	c.					\$0.00
	d.					\$0.00
	u.	*				\$0.00
				TOTA	L SUPPLY COST:	\$0.00
_	VEHICLE OPERATIONS (non-detection r	elated)				
C,						
C,	The state of the s	COUNTY	NU. OF	MILEAGE		
C.	The state of the s	COUNTY VEHICLES	NO, OF USAGE	MILEAGE	COST	
C.		COUNTY VEHICLES	USAGE	PER	PER	COST
C.	July 1, 2009 - December 31, 2009 January 1, 2010 - June 30, 2010					COST \$0.00

^{*} Per federal audit guidelines, this rate cannot be exceeded. However, if your county's internal policy uses a lower rate, that rate may be applied.

2009-10 LBAM Piggybacked Trapping Total Cost*:

\$184,181.37

\$0.00

*Any variances are due to rounding to the whole dollar.

COMMENTS:

Enter County Name

Date: Enter Date

Contract Number: Enter Contract Number Billing Period: Enter Billing Period

. PERSONNEL				
CLASSIFICATIONS				
	TIME FACTOR	HOURS	RATE/HOUR	TOTAL
1 Enter Employee Classification	0.05	0	60.00	
2 Enter Employee Classification	0.05	ŏ	\$0.00	\$0.
3 Enter Employee Classification	0.05	ő	\$0.00	\$0.
4 Enter Employee Classification	0.05	ŏ	\$0.00	\$0
5 Enter Employee Classification	0.05	ő	\$0.00	\$0
6 Enter Employee Classification	0.05	Ö	\$0.00	\$0
7 Enter Employee Classification	0.05	Ö	\$0.00	\$0
8 Enter Employee Classification	0.05	Ö	\$0.00	\$0
9 Enter Employee Classification	0,05	Ö	\$0.00	\$0
10 Enter Employee Classification	0.05	Ö	\$0.00	\$0
			\$0.00 ARY SUBTOTAL:	\$0
. STAFF BENEFITS		OAL.	AICI GODIOTAL:	\$0.
. STAFF DENEFITS		BENEFIT		BENEFIT
1 Enter Employee Classics III		RATE %	SALARY	COST
1 Enter Employee Classification		0.0000%	\$0.00	
2 Enter Employee Classification		0.0000%	\$0.00	\$0.
3 Enter Employee Classification		0.0000%	\$0.00	\$0.
4 Enter Employee Classification		0.0000%	\$0.00	\$0.
5 Enter Employee Classification		0.0000%	\$0.00	\$0.
6 Enter Employee Classification		0.0000%	\$0.00	\$0.
7 Enter Employee Classification		0.0000%	\$0.00	\$0.
8 Enter Employee Classification		0.0000%	\$0.00	\$0.
9 Enter Employee Classification		0.0000%	\$0.00	\$0.
10 Enter Employee Classification		0.0000%	\$0.00	\$0.
		BEN	EFIT SUBTOTAL:	\$0.0 \$0.0
		SALARIES	BENEFITS	OVERHEAD
% Overhead (Not to exceed 25%)		\$0.00	\$0.00	COST
				\$0.
SUPPLIES (Itemized such as: Trapping poles, office supplies, etc.)		TOTAL PER	RSONNEL COST:	\$0.
DESCRISPTION		-		COST
b.			-	\$0.6
				\$0.0
d.				\$0.
Wi				\$0.
TRANSPORTATION		TOTAL	SUPPLY COST: "	\$0.
LICENSE # OWNED BY		MILES	RATE*	COST
		0.00	\$0.000	\$0,
		0.00	\$0.000	\$0.
		0.00	\$0.000	\$0.
		0.00	\$0.000	\$0.
		0.00	\$0.000	\$0.
		0.00	\$0.000	\$0.
		0.00	\$0.000	\$0.
		TOTAL TRANSPO	RTATION COST: T	\$0.

^{*} Mileage Rates: County-owned vehicle = \$0.55 per mile, or less if the county internal policy uses a lower rate. If funded otherwise, the rate = \$0.285 per mile.

TOTAL INVOICE FOR: Enter County Name

\$0.00

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Light Brown Apple Moth Trapping Guidelines

Trapping Seasons

- Infested Counties will trap year round.
 - These counties are: Alameda, Contra Costa, Marin, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma and Yolo.
 - During the winter, while the normal pest detection and Glassy Winged Sharpshooter (GWSS) programs are not active, the LBAM traps will stand alone.
 - Once the normal detection trapping season begins, these stand alone "winter" Light Brown Apple Moth (LBAM) traps will be piggybacked with general detection traps, following the relocation schedule for that trap.
 - Nursery trapping (for applicable infested counties) Once the GWSS contract period begins, stand alone nursery LBAM traps will be piggybacked with an existing GWSS nursery traps.
- Non-Infested Counties follow the normal contracted pest detection schedule.

Trap Density

- Use 5 traps per square mile, piggybacked onto any active and existing trap site.
 Follow the relocation protocol for that trap type.
- Nursery trapping density place 1 trap per 5 acres in the regulated counties (see Infested Counties above). During the normal detection season, piggyback these LBAM traps with GWSS traps. If a county outside the regulated areas wishes to place traps at nursery locations, they may do so at their own cost. Enter these traps in the County Commitment column of the FY Commitment Form.

Inspection Frequency

Once every 14 days (bi-weekly), unless directed otherwise.

Trap

 The trap consists of four parts: the Jackson trap body, sticky insert, lure and trap hanger. If desired, a plastic bait basket may be used to contain the lure.

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Attractant

 The attractant for LBAM is a male sex pheromone. This lure acts primarily as a male attractant, although in high populations it may attract females. The lure does not contain any insecticide.

Selection of Trapping Sites

 During the normal pest detection season, deploy these traps onto any existing trapping site. When possible, place the trap at least 10 feet from any existing trap. However, piggybacking takes priority over the 10-foot trap separation.

Hosts

- A wide range of unrelated hosts can be used. They are:
 - Trees and ornamental shrubs such as apple, pear, peach, apricot, citrus, persimmon, avocado, oak, willow, walnut, poplar, cottonwood, alder, pine and eucalyptus.

Assembling and Hanging the Trap

- Assemble the trap in the same manner as other Jackson traps.
- Write the trap number and date of deployment on the trap body and sticky insert prior to assembling the trap. Trap numbers for LBAM will include the identifying letters "LB" (in place of MF, OF, ML, etc.).
- Tear open the septa (lure) packaging and slide the lure directly onto the center of the insert without touching the lure with your fingers (to alleviate contamination).
 Use the same procedure if using the plastic basket.
- Ensure that there is a minimum of eight unobstructed feet between the trap and the ground. The presence or absence of fruit is not a factor in hanging the trap.
 Do not place trap in dense foliage that may block the entrance of the trap or interfere with the dispersal of the pheromone.

Baiting Interval

Change the septa every six weeks.

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Insert

 Change the insert every four weeks or more often if needed, AND when relocating the trap. Mark the new insert with the trap number, placement date and LB.

Trap Relocation

 Relocate the trap at the same time as other traps on the same property are relocated. When relocating traps, make sure a new insert is used at the new site.

Collection and Submission of Samples

- The entire trap insert containing the suspect moth should be collected and returned to the office for supervisory review.
- Regulated counties with scheduled LBAM project courier service should complete the ½- sheet submission form. The LBAM courier will pick up the traps with the submission forms and deliver the traps to the Sacramento CDFA lab.
- For all other counties, regulated or otherwise:
 - Specimens submitted to Sacramento should be cut from the insert and placed into nematode vials.
 - All suspect specimens should be submitted along with an electronic PDR.
 - Any inserts from outside the Preventative Release Program (PRP) boundaries containing medfly suspects should be submitted to the PRP at Los Alamitos; all others are to be submitted to Sacramento via overnight express with morning delivery.
 - Notify John Pozzi at the following address upon all submissions: <u>ipozzi@cdfa.ca.gov</u>. Include the PDR number in this communication.